

POLICE SERVICES AGREEMENT

THIS POLICE SERVICES AGREEMENT ("Agreement") entered into by and between City of Aberdeen ("City") and Tufton Professional Baseball, LLC ("Tufton").

EXPLANATORY STATEMENT: Pursuant to a Concession Agreement dated December 7, 2000 (as amended) and related instruments and agreements Tufton operates the baseball facility in Aberdeen, Maryland known as Ripken Stadium ("Stadium"). The stadium is owned by the City. The City also owns surface parking facilities adjacent to the Stadium ("Parking Facilities") that are used for public parking during Stadium events. The Stadium is within the corporate limits of the City and within the primary law enforcement jurisdiction of the Aberdeen Police Department ("APD"), an agency of the City. The operation of the Stadium and the conduct of Aberdeen Ironbirds baseball games ("Games") and other related and unrelated activities promoted by Tufton (collectively "Stadium events") generates a significant demand for law enforcement services that is beyond the normal capability of the APD to provide. In order to ensure adequate law enforcement presence at and for Stadium events Tufton desires to contract with the City to provide enhanced law enforcement services for Stadium events. The City is willing to provide, and Tufton is willing to accept, such enhanced law enforcement services under the terms and conditions of this Agreement. Now, therefore,

WITNESSETH, that for and in consideration of the EXPLANATORY STATEMENT that is a material part of this Agreement and not merely prefatory, and the performance of the mutual obligations in this Agreement, and other good and valuable considerations, the receipt and adequacy of which is acknowledged, the City and Tufton agree as follows:

1. Term of Agreement; Renewal. This Agreement shall run for a term of one year unless sooner terminated by the City or Ripken as provided in this paragraph. The one-year term commences on the date that this Agreement becomes executed by both parties. This Agreement automatically shall renew for successive one year-terms unless either party gives written notice to the other party at least 90 days before the end of the then current term that this Agreement will terminate at the end of the current term. During the initial or any renewal term the City or Tufton may terminate this Agreement without cause upon ten days prior written notice to the other party.

2. Services to be Provided by APD. During all Games and, if requested in advance by Tufton, during all other Stadium events which are open to the public and use the Stadium's playing fields or stands, APD shall (i) provide for uniformed sworn APD officers to assist in maintaining good order within the Stadium and on the surrounding grounds and parking facilities at such Games and other Stadium events and to provide for emergencies affecting the public's health or safety, and (ii) provide security and traffic control in the Parking Facilities. The City and Tufton understand and agree that APD officers shall act under the direct supervision and control of the APD Chief of Police when performing duties under this Agreement.

3. Assignment of Police Officers. The APD and Ripken jointly shall determine the number of police officers to be provided on any occasion, their deployment within the Stadium,

Parking Facilities and surrounding grounds, and the costs and expenses to be paid by Tufton to the City for such enhanced police services.

4. Compensation to APD. Tufton shall pay APD the following compensation for APD's services provided under this Agreement:

a. Subject to paragraphs 4.b. and 4.c., unless otherwise agreed in writing between APD and Tufton, Tufton shall reimburse APD for the salaries on an hourly basis, computed at each officer's overtime rate, and officer benefits costs pro-rated on an hourly basis, for all services provided by APD pursuant to paragraphs 2 and 3 of this Agreement.

b. Unless otherwise agreed in writing between APD and Tufton, Tufton's obligation to pay for APD's services provided during Games is limited to three APD officers per game.

c. Unless otherwise agreed in writing between APD and Tufton, Tufton's obligation to pay for APD's services provided during other Stadium events is limited to such minimum security as APD and Tufton agree for each Stadium event.

5. Supplemental Police Services Non-exclusive. Tufton may arrange for private security personnel during Games and other Stadium events in addition to enhanced police services provided by APD under this Agreement. However, Tufton's use of any private security personnel shall be subject to prior approval and agreement by APD, which shall not be unreasonably withheld. If Tufton uses private security personnel in addition to APD officers such private security personnel shall be subject to reasonable direction from APD officers if the areas of responsibility of private security personnel and APD officers overlap.

6. Emergency Public Safety Services. Any plan for provision of emergency public safety services at Games and other Stadium events shall be developed by APD in reasonable consultation with Tufton.

7. Cooperation for Services Around Stadium Site. APD and Tufton shall cooperate with and assist each other in arrangements for fire and emergency medical services and uniformed APD officers, and with efficiently controlling traffic, on the public streets leading into and from the Stadium site.

8. General Cooperation by Tufton. Tufton agrees to cooperate with APD in the performance of APD's duties under this Agreement and otherwise providing law enforcement services in and to the Stadium, parking facilities and surrounding grounds.

9. Records Maintenance. For purposes of evaluating the need for and sufficiency of services that APD provides under this Agreement APD shall keep, and maintain for a period of at least 3 years, records of deployment of APD officers under this Agreement. In addition to documenting the dates and number of officers deployed on each date, the records also shall

indicate the nature of the event and of any incidents and arrests during the event requiring APD officer action.

10. Indemnification. Tufton shall indemnify and save harmless the City and the City's officials, officers, employees and agents for any claims and liabilities whatsoever, for personal or bodily injury, death or property damage arising out the negligence or other wrongful act or omission of Tufton's officers, employees or agents in connection with this Agreement.

11. Invalidity. If a Court determines that if any part of this Agreement, but less than the entire Agreement, is invalid or unenforceable this Agreement shall be deemed terminated without further action of either party at the expiration of any period for appeal or further judicial review. Such termination does not preclude the parties from negotiating a new agreement that is consistent with the determination of the court.

11. Assignment. Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations, in whole or in part, to any third party without the prior written consent of the other party.


12. No Waiver. The failure of either party to exercise or enforce at any time any of the provisions, rights, or obligations in this Agreement shall not affect the validity of this Agreement and does not alter that party's right to enforce the provision, right or obligation in the future.

13. Jurisdiction and Venue. Any action to interpret or enforce this Agreement or to recover damages for its breach shall be brought in the State court having appropriate jurisdiction sitting in Harford County.

14. Complete Agreement. This Agreement is the complete agreement of the parties, and may be amended or modified only in writing signed by authorized representatives of both parties. This Agreement supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the matter addressed in this Agreement.

IN WITNESS WHEREOF, the City and Tufton have executed this Agreement on the dates reflected by the signatures of their respective authorized officers or agents.

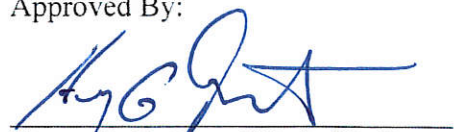
WITNESS/ATTEST


Monica A. Correll, City Clerk


CITY OF ABERDEEN

By: 
Michael E. Bennett, Mayor

Approved By:

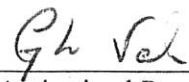

Henry G. Trabert, Chief of Police
Aberdeen Police Department

Approved for form and legal sufficiency:


Frederick C. Sussman, City Attorney

6.23.2014

TUFTON PROFESSIONAL
BASEBALL, LLC

By: 
Authorized Person